

# **EXHIBIT G**

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6 Attorneys for Plaintiffs  
EDGE SYSTEMS LLC and  
7 AXIA MEDSCIENCES, LLC

8  
9 IN THE UNITED STATES DISTRICT COURT  
10 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
11 WESTERN DIVISION  
12

13	EDGE SYSTEMS LLC, a California	) Case No.: 2:14-CV-04428
14	limited liability company, and AXIA	)
15	MEDSCIENCES, LLC, a Delaware	)
	limited liability company,	)
16	Plaintiffs,	) <b>COMPLAINT FOR PATENT</b>
		) <b>INFRINGEMENT</b>
17	v.	)
		) <b>DEMAND FOR JURY TRIAL</b>
18	IMAGEMICRODERM, INC., a	)
19	Nevada corporation,	)
	Defendant.	)
20		)

1 Plaintiffs Edge Systems LLC (“Edge”) and Axia MedSciences, LLC  
2 (“Axia”), for their Complaint against Defendant Image MicroDerm, Inc.  
3 (“IMD”), hereby allege as follows:

4 **PARTIES**

5 1. Edge is a California limited liability company having a principal  
6 place of business at 2277 Redondo Avenue, Signal Hill, California, 90755.

7 2. Edge manufactures spa and skin treatment products, including  
8 Edge’s HydraFacial™ hydradermabrasion systems and Delphia™  
9 microdermabrasion systems, and sells and distributes them throughout the  
10 United States, including in this Judicial District.

11 3. Axia is a Delaware limited liability company having a principal  
12 place of business at 23 Hallmark Circle, Menlo Park, California, 94025.

13 4. Axia is the owner of the patents at issue in this case, and Edge is  
14 the exclusive licensee of those patents.

15 5. Upon information and belief, IMD is a Nevada corporation  
16 having a principal place of business at 632 W. Elk Ave. Glendale, California,  
17 91204.

18 **JURISDICTION AND VENUE**

19 6. This action arises under the Patent Laws of the United States, 35  
20 U.S.C. §§ 100, *et seq.*

21 7. This Court has subject matter jurisdiction pursuant to 28 U.S.C.  
22 §§ 1331 and 1338(a).

23 8. Upon information and belief, IMD conducts business throughout  
24 the United States, including in this Judicial District, and has committed the acts  
25 complained of in this Judicial District and elsewhere.

26 9. This Court has personal jurisdiction over IMD by virtue of its  
27 systematic and continuous contacts with California and by virtue of its actions

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1 in California, including in this Judicial District, constituting infringement of the  
2 patents in suit.

3 10. Venue is proper in this Judicial District pursuant to 28 U.S.C. §  
4 1391(b), (c) and 1400(b), and by Plaintiffs' choice of venue.

5 **FIRST CLAIM FOR RELIEF**

6 **INFRINGEMENT OF U.S. PATENT NO. 6,299,620**

7 11. Plaintiffs incorporate by reference and reallege each of the  
8 allegations set forth in Paragraphs 1-10 above.

9 12. On October 9, 2001, U.S. Patent No. 6,299,620 ("the '620  
10 Patent"), entitled "INSTRUMENTS AND TECHNIQUES FOR INDUCING  
11 NEOCOLLAGENESIS IN SKIN TREATMENTS," was duly and legally issued  
12 by the United States Patent and Trademark Office. A copy of the '620 Patent is  
13 attached hereto as Exhibit 1.

14 13. Edge is the exclusive licensee of the '620 Patent.

15 14. Edge has provided proper and sufficient notice to the public that  
16 its products are patented under the '620 Patent by marking its products with an  
17 Internet address that lists the patent number.

18 15. Upon information and belief, IMD manufactures, distributes,  
19 imports, offers to sell, and/or sells in the United States certain products that  
20 infringe the '620 Patent, including but not limited to the HPF 3000 HydroFusion  
21 Portapeel MD product and/or system.

22 16. Upon information and belief, IMD has contributed to the  
23 infringement of the '620 Patent by others, through IMD's activities relating to  
24 its HPF 3000 HydroFusion Portapeel MD product and/or system.

25 17. Upon information and belief, IMD has induced infringement of  
26 the '620 Patent by others, through IMD's activities relating to its HPF 3000  
27 HydroFusion Portapeel MD product and/or system.

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1           18. Each of IMD's infringing activities is without the consent of,  
2 authority of, or license from Edge.

3           19. On April 8, 2014 Edge's President sent a cease and desist letter to  
4 IMD informing them of Edge's rights to the '620 Patent and that IMD's  
5 activities relating to the HPF 3000 HydroFusion Portapeel MD product  
6 infringed the '620 Patent. A copy of that letter is attached hereto as Exhibit 7.

7           20. On April 14, 2014, Edge received a response from IMD, through  
8 counsel, which requested additional information regarding the infringement of  
9 Edge's patents. A copy of that letter is attached hereto as Exhibit 8.

10          21. Edge's attorney sent a letter, dated April 25, to IMD providing  
11 the requested information regarding infringement of the '620 Patent. IMD did  
12 not respond to this letter. A copy of that letter is attached hereto as Exhibit 9.

13          22. IMD's acts of infringement have caused damage to Edge in an  
14 amount to be determined at trial.

15          23. IMD's infringement of the '620 Patent is causing irreparable  
16 harm to Edge, for which there is no adequate remedy at law. IMD's  
17 infringement will continue, and will continue to cause irreparable harm to Edge,  
18 unless IMD's infringement is enjoined by this Court.

19          24. Upon information and belief, IMD's infringement of the '620  
20 Patent was and is willful and deliberate, entitling Plaintiffs to enhanced damages  
21 under 35 U.S.C. § 284 and attorneys' fees and non-taxable costs under 35  
22 U.S.C. § 285.

23                           **SECOND CLAIM FOR RELIEF**

24                   **INFRINGEMENT OF U.S. PATENT NO. 6,641,591**

25          25. Plaintiffs incorporate by reference and reallege each of the  
26 allegations set forth in Paragraphs 1-24 above.

27          26. On November 4, 2003, U.S. Patent No. 6,641,591 ("the '591  
28 Patent"), entitled "INSTRUMENTS AND TECHNIQUES FOR

1 CONTROLLED REMOVAL OF EPIDERMAL LAYERS,” was duly and  
2 legally issued by the United States Patent and Trademark Office. A copy of the  
3 ’591 Patent is attached hereto as Exhibit 2.

4 27. Edge is the exclusive licensee of the ’591 Patent.

5 28. Edge has provided proper and sufficient notice to the public that  
6 its products are patented under the ’591 Patent by marking its products with an  
7 Internet address that lists the patent number.

8 29. Upon information and belief, IMD manufactures, distributes,  
9 imports, offers to sell, and/or sells in the United States certain products that  
10 infringe the ’591 Patent, including but not limited to the HPF 3000 HydroFusion  
11 Portapeel MD product and/or system.

12 30. Upon information and belief, IMD has contributed to the  
13 infringement of the ’591 Patent by others, through IMD’s activities relating to  
14 its HPF 3000 HydroFusion Portapeel MD product and/or system.

15 31. Upon information and belief, IMD has induced infringement of  
16 the ’591 Patent by others, through IMD’s activities relating to its HPF 3000  
17 HydroFusion Portapeel MD product and/or system.

18 32. Each of IMD’s infringing activities is without the consent of,  
19 authority of, or license from Edge.

20 33. On April 8, 2014 Edge’s President sent a cease and desist letter to  
21 IMD informing them of Edge’s rights to the ’591 Patent and that IMD’s  
22 activities relating to the HPF 3000 HydroFusion Portapeel MD product  
23 infringed the ’591 Patent. A copy of that letter is attached hereto as Exhibit 7.

24 34. On April 14, 2014, Edge received a response from IMD, through  
25 counsel, which requested additional information regarding the infringement of  
26 Edge’s patents. A copy of that letter is attached hereto as Exhibit 8.

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1           35.     Edge's attorney sent a letter, dated April 25, to IMD providing  
2     the requested information regarding infringement of the '591 Patent. IMD did  
3     not respond to this letter. A copy of that letter is attached hereto as Exhibit 9.

4           36.     IMD's acts of infringement have caused damage to Edge in an  
5     amount to be determined at trial.

6           37.     IMD's infringement of the '591 Patent is causing irreparable  
7     harm to Edge, for which there is no adequate remedy at law. IMD's  
8     infringement will continue, and will continue to cause irreparable harm to Edge,  
9     unless IMD's infringement is enjoined by this Court.

10          38.     Upon information and belief, IMD's infringement of the '591  
11     Patent was and is willful and deliberate, entitling Plaintiffs to enhanced damages  
12     under 35 U.S.C. § 284 and attorneys' fees and non-taxable costs under 35  
13     U.S.C. § 285.

14                   **THIRD CLAIM FOR RELIEF**

15                   **INFRINGEMENT OF U.S. PATENT NO. 7,678,120**

16          39.     Plaintiffs incorporate by reference and reallege each of the  
17     allegations set forth in Paragraphs 1-38 above.

18          40.     On March 16, 2010, U.S. Patent No. 7,678,120 ("the '120  
19     Patent"), entitled "INSTRUMENTS AND TECHNIQUES FOR  
20     CONTROLLED REMOVAL OF EPIDERMAL LAYERS," was duly and  
21     legally issued by the United States Patent and Trademark Office. A copy of the  
22     '120 Patent is attached hereto as Exhibit 3.

23          41.     Edge is the exclusive licensee of the '120 Patent.

24          42.     Edge has provided proper and sufficient notice to the public that  
25     its products are patented under the '120 Patent by marking its products with an  
26     Internet address that lists the patent number.

27          43.     Upon information and belief, IMD manufactures, distributes,  
28     imports, offers to sell, and/or sells in the United States certain products that

1 infringe the '120 Patent, including but not limited to the HPF 3000 HydroFusion  
2 Portapeel MD and the Imagederm Diamantech products and/or systems.

3 44. Upon information and belief, IMD has contributed to the  
4 infringement of the '120 Patent by others, through IMD's activities relating to  
5 its HPF 3000 HydroFusion Portapeel MD and Imagederm Diamantech products  
6 and/or systems.

7 45. Upon information and belief, IMD has induced infringement of  
8 the '120 Patent by others, through IMD's activities relating to its HPF 3000  
9 HydroFusion Portapeel MD and Imagederm Diamantech products and/or  
10 systems.

11 46. Each of IMD's infringing activities is without the consent of,  
12 authority of, or license from Edge.

13 47. On April 8, 2014 Edge's President sent a cease and desist letter to  
14 IMD informing them of Edge's rights to the '120 Patent and that IMD's  
15 activities relating to the HPF 3000 HydroFusion Portapeel MD product  
16 infringed the '120 Patent. A copy of that letter is attached hereto as Exhibit 7.

17 48. On April 14, 2014, Edge received a response from IMD, through  
18 counsel, which requested additional information regarding the infringement of  
19 Edge's patents. A copy of that letter is attached hereto as Exhibit 8.

20 49. Edge's attorney sent a letter, dated April 25, to IMD providing  
21 the requested information regarding infringement of the '120 Patent. IMD did  
22 not respond to this letter. A copy of that letter is attached hereto as Exhibit 9.

23 50. IMD's acts of infringement have caused damage to Edge in an  
24 amount to be determined at trial.

25 51. IMD's infringement of the '120 Patent is causing irreparable  
26 harm to Edge, for which there is no adequate remedy at law. IMD's  
27 infringement will continue, and will continue to cause irreparable harm to Edge,  
28 unless IMD's infringement is enjoined by this Court.



1           52.       Upon information and belief, IMD's infringement of the '120  
2 Patent was and is willful and deliberate, entitling Plaintiffs to enhanced damages  
3 under 35 U.S.C. § 284 and attorneys' fees and non-taxable costs under 35  
4 U.S.C. § 285.

5                               **FOURTH CLAIM FOR RELIEF**

6                               **INFRINGEMENT OF U.S. PATENT NO. 7,789,886**

7           53.       Plaintiffs incorporate by reference and reallege each of the  
8 allegations set forth in Paragraphs 1-52 above.

9           54.       On September 7, 2010, U.S. Patent No. 7,789,886 ("the '886  
10 Patent"), entitled "INSTRUMENTS AND TECHNIQUES FOR  
11 CONTROLLED REMOVAL OF EPIDERMAL LAYERS," was duly and  
12 legally issued by the United States Patent and Trademark Office. A copy of the  
13 '886 Patent is attached hereto as Exhibit 4.

14          55.       Edge is the exclusive licensee of the '886 Patent.

15          56.       Edge has provided proper and sufficient notice to the public that  
16 its products are patented under the '886 Patent by marking its products with an  
17 Internet address that lists the patent number.

18          57.       Upon information and belief, IMD manufactures, distributes,  
19 imports, offers to sell, and/or sells in the United States certain products that  
20 infringe the '886 Patent, including but not limited to the HPF 3000 HydroFusion  
21 Portapeel MD and the Imagederm Diamantech products and/or systems.

22          58.       Upon information and belief, IMD has contributed to the  
23 infringement of the '886 Patent by others, through IMD's activities relating to  
24 its HPF 3000 HydroFusion Portapeel MD and Imagederm Diamantech products  
25 and/or systems.

26          59.       Upon information and belief, IMD has induced infringement of  
27 the '886 Patent by others, through IMD's activities relating to its HPF 3000

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1 HydroFusion Portapeel MD and Imagederm Diamantech products and/or  
2 systems.

3 60. Each of IMD's infringing activities is without the consent of,  
4 authority of, or license from Edge.

5 61. On April 8, 2014 Edge's President sent a cease and desist letter to  
6 IMD informing them of Edge's rights to the '886 Patent and that IMD's  
7 activities relating to the HPF 3000 HydroFusion Portapeel MD product  
8 infringed the '886 Patent. A copy of that letter is attached hereto as Exhibit 7.

9 62. On April 14, 2014, Edge received a response from IMD, through  
10 counsel, which requested additional information regarding the infringement of  
11 Edge's patents. A copy of that letter is attached hereto as Exhibit 8.

12 63. Edge's attorney sent a letter, dated April 25, to IMD providing  
13 the requested information regarding infringement of the '886 Patent. IMD did  
14 not respond to this letter. A copy of that letter is attached hereto as Exhibit 9.

15 64. IMD's acts of infringement have caused damage to Edge in an  
16 amount to be determined at trial.

17 65. IMD's infringement of the '886 Patent is causing irreparable  
18 harm to Edge, for which there is no adequate remedy at law. IMD's  
19 infringement will continue, and will continue to cause irreparable harm to Edge,  
20 unless IMD's infringement is enjoined by this Court.

21 66. Upon information and belief, IMD's infringement of the '886  
22 Patent was and is willful and deliberate, entitling Plaintiffs to enhanced damages  
23 under 35 U.S.C. § 284 and attorneys' fees and non-taxable costs under 35  
24 U.S.C. § 285.

25 **FIFTH CLAIM FOR RELIEF**

26 **INFRINGEMENT OF U.S. PATENT NO. 8,066,716**

27 67. Plaintiffs incorporate by reference and reallege each of the  
28 allegations set forth in Paragraphs 1-66 above.

1           68.     On November 29, 2011, U.S. Patent No. 8,066,716 (“the ’716  
2 Patent”), entitled “INSTRUMENTS AND TECHNIQUES FOR  
3 CONTROLLED REMOVAL OF EPIDERMAL LAYERS,” was duly and  
4 legally issued by the United States Patent and Trademark Office. A copy of the  
5 ’716 Patent is attached hereto as Exhibit 5.

6           69.     Edge is the exclusive licensee of the ’716 Patent.

7           70.     Edge has provided proper and sufficient notice to the public that  
8 its products are patented under the ’716 Patent by marking its products with an  
9 Internet address that lists the patent number.

10          71.     Upon information and belief, IMD manufactures, distributes,  
11 imports, offers to sell, and/or sells in the United States certain products that  
12 infringe the ’716 Patent, including but not limited to the HPF 3000 HydroFusion  
13 Portapeel MD and the Imagederm Diamantech products and/or systems.

14          72.     Upon information and belief, IMD has contributed to the  
15 infringement of the ’716 Patent by others, through IMD’s activities relating to  
16 its HPF 3000 HydroFusion Portapeel MD and Imagederm Diamantech products  
17 and/or systems.

18          73.     Upon information and belief, IMD has induced infringement of  
19 the ’716 Patent by others, through IMD’s activities relating to its HPF 3000  
20 HydroFusion Portapeel MD and Imagederm Diamantech products and/or  
21 systems.

22          74.     Each of IMD’s infringing activities is without the consent of,  
23 authority of, or license from Edge.

24          75.     On April 8, 2014 Edge’s President sent a cease and desist letter to  
25 IMD informing them of Edge’s rights to the ’716 Patent and that IMD’s  
26 activities relating to the HPF 3000 HydroFusion Portapeel MD product  
27 infringed the ’716 Patent. A copy of that letter is attached hereto as Exhibit 7.

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1           76.     On April 14, 2014, Edge received a response from IMD, through  
2     counsel, which requested additional information regarding the infringement of  
3     Edge's patents. A copy of that letter is attached hereto as Exhibit 8.

4           77.     Edge's attorney sent a letter, dated April 25, to IMD providing  
5     the requested information regarding infringement of the '716 Patent. IMD did  
6     not respond to this letter. A copy of that letter is attached hereto as Exhibit 9.

7           78.     IMD's acts of infringement have caused damage to Edge in an  
8     amount to be determined at trial.

9           79.     IMD's infringement of the '716 Patent is causing irreparable  
10    harm to Edge, for which there is no adequate remedy at law. IMD's  
11    infringement will continue, and will continue to cause irreparable harm to Edge,  
12    unless IMD's infringement is enjoined by this Court.

13          80.     Upon information and belief, IMD's infringement of the '716  
14    Patent was and is willful and deliberate, entitling Plaintiffs to enhanced damages  
15    under 35 U.S.C. § 284 and attorneys' fees and non-taxable costs under 35  
16    U.S.C. § 285.

17                   **SIXTH CLAIM FOR RELIEF**

18                   **INFRINGEMENT OF U.S. PATENT NO. 8,337,513**

19          81.     Plaintiffs incorporate by reference and reallege each of the  
20    allegations set forth in Paragraphs 1-80 above.

21          82.     On December 25, 2012, U.S. Patent No. 8,337,513 ("the '513  
22    Patent"), entitled "INSTRUMENTS AND TECHNIQUES FOR  
23    CONTROLLED REMOVAL OF EPIDERMAL LAYERS," was duly and  
24    legally issued by the United States Patent and Trademark Office. A copy of the  
25    '513 Patent is attached hereto as Exhibit 6.

26          83.     Edge is the exclusive licensee of the '513 Patent.

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1           84.     Edge has provided proper and sufficient notice to the public that  
2 its products are patented under the '513 Patent by marking its products with an  
3 Internet address that lists the patent number.

4           85.     Upon information and belief, IMD manufactures, distributes,  
5 imports, offers to sell, and/or sells in the United States certain products that  
6 infringe the '513 Patent, including but not limited to the HPF 3000 HydroFusion  
7 Portapeel MD and the Imagederm Diamantech products and/or systems.

8           86.     Upon information and belief, IMD has contributed to the  
9 infringement of the '513 Patent by others, through IMD's activities relating to  
10 its HPF 3000 HydroFusion Portapeel MD and Imagederm Diamantech products  
11 and/or systems.

12           87.     Upon information and belief, IMD has induced infringement of  
13 the '513 Patent by others, through IMD's activities relating to its HPF 3000  
14 HydroFusion Portapeel MD and Imagederm Diamantech products and/or  
15 systems.

16           88.     Each of IMD's infringing activities is without the consent of,  
17 authority of, or license from Edge.

18           89.     On April 8, 2014 Edge's President sent a cease and desist letter to  
19 IMD informing them of Edge's rights to the '513 Patent and that IMD's  
20 activities relating to the HPF 3000 HydroFusion Portapeel MD product  
21 infringed the '513 Patent. A copy of that letter is attached hereto as Exhibit 7.

22           90.     IMD's acts of infringement have caused damage to Edge in an  
23 amount to be determined at trial.

24           91.     IMD's infringement of the '513 Patent is causing irreparable  
25 harm to Edge, for which there is no adequate remedy at law. IMD's  
26 infringement will continue, and will continue to cause irreparable harm to Edge,  
27 unless IMD's infringement is enjoined by this Court.

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92. Upon information and belief, IMD's infringement of the '513 Patent was and is willful and deliberate, entitling Plaintiffs to enhanced damages under 35 U.S.C. § 284 and attorneys' fees and non-taxable costs under 35 U.S.C. § 285.

**DEMAND FOR JUDGMENT**

WHEREFORE, Plaintiffs pray for judgment and seek relief as follows:

A. That the Court enter judgment in favor of Plaintiffs and against IMD on all claims for relief alleged herein;

B. A judgment that IMD has infringed U.S. Patent Nos. 6,299,620, 6,641,591, 7,678,120, 7,789,886, 8,066,716 and 8,337,513;

C. Preliminary and permanent injunctions against further infringement by IMD of U.S. Patent Nos. 6,299,620, 6,641,591, 7,678,120, 7,789,886, 8,066,716, and 8,337,513 including injunctions against direct infringement, contributory infringement, and induced infringement;

D. An award of damages for IMD's infringement of U.S. Patent Nos. 6,299,620, 6,641,591, 7,678,120, 7,789,886, 8,066,716 and 8,337,513;

E. A declaration that IMD's infringement of U.S. Patent Nos. 6,299,620, 6,641,591, 7,678,120, 7,789,886, 8,066,716 and 8,337,513 was and is willful, and that this is an exceptional case under 35 U.S.C. § 285;

F. A trebling of the award of damages under 35 U.S.C. § 284, or such other enhancement of the award of damages that the Court deems appropriate;

G. An award of attorneys' fees and non-taxable costs under 35 U.S.C. § 285 on account of IMD's willful infringement;

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1 H. An award of taxable costs; and

2 I. Such other and further relief as this Court may deem just and  
3 proper.

4 Respectfully Submitted,  
5 KNOBBE, MARTENS, OLSON & BEAR, LLP  
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7  
8 Dated: June 9, 2014 By: /s/ Brenton R. Babcock  
9 Brenton R. Babcock  
10 Rustin Mangum  
11 Attorneys for Plaintiffs  
12 EDGE SYSTEMS LLC and  
13 AXIA MEDSCIENCES, LLC  
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**DEMAND FOR TRIAL BY JURY**

Plaintiffs hereby demand a trial by jury on all issues so triable.

Respectfully Submitted,

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: June 9, 2014

By: /s/ Brenton R. Babcock

Brenton R. Babcock  
Rustin Mangum  
Attorneys for Plaintiffs  
EDGE SYSTEMS LLC and  
AXIA MEDSCIENCES, LLC